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**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF NEW JERSEY**

In re:

POWIN, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-16137 (MBK)

(Jointly Administered)

**JOINDER OF ESVOLTA, LP TO  
EMERGENCY MOTION OF LICENSEES FOR  
ENTRY OF AN ORDER (I) COMPELLING THE DEBTORS TO  
COMPLY WITH SECTION 365(N)(4) OF THE BANKRUPTCY CODE,  
(II) GRANTING ADEQUATE PROTECTION UNDER SECTION 363(E) OF  
THE BANKRUPTCY CODE, AND (III) GRANTING OTHER APPROPRIATE RELIEF**

esVolta, LP (“esVolta”), by and through its undersigned counsel, hereby files this joinder (the “Joinder”) to the *Emergency Motion of Licensees for Entry of an Order (I) Compelling the Debtors to Comply with Section 365(n)(4) of the Bankruptcy Code, (II) Granting Adequate Protection Under Section 363(e) of the Bankruptcy Code, and (III) Granting Other Appropriate*

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<sup>1</sup> The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: (i) Powin Project LLC [1583]; (ii) Powin, LLC [0504]; (iii) PEOS Holdings, LLC [5476]; (iv) Powin China Holdings 1, LLC [1422]; (v) Powin China Holdings 2, LLC [9713]; (vi) Charger Holdings, LLC [5241]; (vii) Powin Energy Ontario Storage, LLC [8348]; (viii) Powin Energy Operating Holdings, LLC [2495]; and (ix) Powin Energy Operating, LLC [6487]. The Debtors’ mailing address is 20550 SW 115th Avenue Tualatin, OR 97062.

*Relief* [Docket No. 117] (the “Motion to Compel”)<sup>2</sup> filed by the Licensees named therein (the “Moving Licensees”). In support of this Joinder, esVolta respectfully states as follows:

1. On June 21, 2025, the Moving Licensees filed the Motion to Compel. The hearing on the Motion to Compel is scheduled for July 15, 2025.

2. esVolta, by and through certain subsidiaries (together with their affiliates and related entities, the “esVolta Licensees”), develops, owns, and operates certain utility-scale battery energy storage projects located throughout the United States (the “Projects”).<sup>3</sup>

3. The esVolta Licensees are party to certain Energy Supply Agreements and Battery Equipment Supply Agreements (collectively, the “ESAs”) with Powin pursuant to which Powin agreed to provide energy storage systems for the Projects. In addition to the ESAs, certain esVolta Licensees entered into Long Term Services Agreements (the “LTSAs”), Operation and Maintenance Agreements (the “OMAs”), and Commercial Warranty and Performance Guarantees (the “Warranties” and together with the ESAs, the LTSAs, the OMAs and all related agreements and amendments thereto, the “Contracts”) with Powin. A table listing each of the ESAs, LTSAs, OMAs, and Warranties by and between each of the Licensees and Powin is attached hereto as **Exhibit A**.

4. Pursuant to the ESAs, Powin granted each of the esVolta Licensees broad licenses to use Powin’s intellectual property in and to certain technology and software necessary for the operation and maintenance of the Projects (the “Licensed IP”).<sup>4</sup> Certain of the ESAs also

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<sup>2</sup> Capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Motion to Compel.

<sup>3</sup> The Projects include: (i) Acorn I Energy Storage, Ventura County, California; (ii) Hummingbird Energy Storage, Santa Clara County, California; (iii) Millikan Ave Battery Energy Storage, Orange County, California; (iv) Santa Paula Energy Storage, Ventura County, California; and (v) Wildcat I Energy Storage, Riverside County, California.

<sup>4</sup> The intellectual property license provisions in the ESAs are substantially similar to the provisions referenced by the Moving Licensees in the Motion to Compel so esVolta does not duplicate them here. The ESAs are confidential

required Powin to enter into an escrow agreement, pursuant to which Powin agreed to deposit the applicable Licensed IP in escrow with PRAXIS Technology Escrow, LLC (the “IP Escrow Agent”). Certain of the esVolta Licensees were added as beneficiaries under that certain Two Party Master Escrow Agreement, dated as of June 21, 2018.

5. The esVolta Licensees require continuous access to the Licensed IP to safely and efficiently operate the Projects. The Licensed IP includes certain credentials, onsite and cloud-based software, source codes, and instructions that the esVolta Licensees depend on to properly maintain the Projects, operate the Projects at peak efficiency, and mitigate risks to the infrastructure and public safety. However, on or around the Petition Date, Powin ceased performing its obligations under the ESAs and the other Contracts.

6. As set forth in more detail in the Motion to Compel, section 365(n)(4) of the Bankruptcy Code requires that, unless and until a debtor rejects an executory contract under which the debtor is a licensor of intellectual property, the debtor must perform under such contract or provide the licensee thereunder with access to the licensed intellectual property. 11 U.S.C. § 365(n)(4).

7. The ESAs are executory contracts that grant the esVolta Licensees broad licenses to intellectual property and, therefore, the esVolta Licensees are entitled to the protections afforded by section 365(n). As of the date of this Joinder, Powin has authorized the IP Escrow Agent to release the Licensed IP to the esVolta Licensees, and the esVolta Licensees are reviewing the released materials to confirm whether they have sufficient access to the Licensed IP to maintain the functionality, efficiency, and safety of the Projects, however the volume of documents in escrow is significant and after additional review, it may be discovered that certain

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by their terms and too voluminous to attach to this Joinder, but can be made available, in whole or in part, to the Court upon request.

Licensed IP is missing or not up to date in escrow with the IP Escrow Agent. In furtherance of its statutory and contractual rights, esVolta files this Joinder to ensure that the esVolta Licensees' full and continued access to the Licensed IP.

8. For the foregoing reasons, esVolta respectfully joins in the Motion to Compel and requests that the Court grant the relief requested therein.

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Dated: New York, NY  
July 7, 2025

**ORRICK, HERRINGTON & SUTCLIFFE LLP**

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**EXHIBIT A**

	<b>Licensee</b>	<b>Debtor Party</b>	<b>Contract Effective Date</b>	<b>Contract Type</b>	<b>Project Name</b>
1.	Acorn I Energy Storage LLC	Powin, LLC	11/06/2019	OMA	Acorn
2.	Acorn I Energy Storage LLC	Powin, LLC	11/06/2019	ESA	Acorn
3.	Acorn I Energy LLC	Powin, LLC	11/06/2019	Warranty	Acorn
4.	Hummingbird Energy Storage, LLC	Powin, LLC	02/10/2023	LTSA	Hummingbird
5.	Hummingbird Energy Storage, LLC	Powin, LLC	02/03/2023	ESA	Hummingbird
6.	PPA Grand Johanna LLC	Powin, LLC	12/04/2017	ESA	Millikan (a/k/a PPA Grand)
7.	PPA Grand Johanna LLC	Powin, LLC	12/04/2017	OMA	Millikan (a/k/a PPA Grand)
8.	PPA Grand	Powin, LLC	12/04/2017	Warranty	Millikan (a/k/a PPA Grand)
9.	Santa Paula Energy Storage, LLC	Powin, LLC	10/21/2021	OMA	Santa Paula
10.	Santa Paula Energy Storage, LLC	Powin, LLC	10/21/2021	ESA	Santa Paula
11.	Santa Paula Energy Storage, LLC	Powin, LLC	12/09/2021	Warranty	Santa Paula
12.	Wildcat I Energy Storage, LLC	Powin, LLC	11/06/2019	ESA	Wildcat
13.	Wildcat I Energy Storage, LLC	Powin, LLC	11/06/2019	OMA	Wildcat
14.	Wildcat I Energy Storage, LLC	Powin, LLC	11/06/2019	Warranty	Wildcat